

REMARKS

The Examiner has objected to several claims as failing to have insufficient antecedent basis. These objections are contained in items 1 through 14 of the Office Action mailed 7/14/2005. With the exception of claim 39 (item 11), these claims have to be amended to correct the antecedent problems as best as they are understood. Accordingly, in this respect, claims 2, 34, 37, 8, 9, 10, 11, 15, 21, 23, 25, 28, 37, 38, 45, 46, 48 and 50 should be held allowable.

With respect to claim 39 the Examiner has objected to the phrase, "said associated playing time". It is respectfully pointed out that claim 38 (as amended) specifically recites, "...associated with a time for playing said message, ...". Thus, claim 38 provides antecedent basis for the term in claim 39. In this respect, claim 39 should be held allowable.

The Examiner has rejected certain claims under 35 USC 112 second paragraph. These rejections are contained in items 15 through 25 of the Office Action. All of the claims referenced by these items have been amended, except for claim 31 (item 20). Applicant's attorney can not find a correlation between claim 31 and the language of item 20 and thus claim 31 has not been amended. The Examiner is invited to call Applicant's attorney to discuss this rejection in the event a different claim was intended.

With respect to claim 44 (item 24) Applicant's attorney believes that the confusion over the claim language stems from a misplaced comma. The comma has been removed and the claim should now be understandable. The claim is intended to say that the stored message is to be played without the recipient taking any action at the time the message is to be played. If the claim, as amended continues to present a problem the Examiner is invited to call Applicant's attorney to discuss appropriate changes to the claim language. Accordingly, in this respect, claims 2, 8, 12, 17, 43, 25, 31, 32, 33, 38, 44, and 48 should be held allowable.

The Examiner has rejected certain claims under 35 USC 112, first paragraph as not having proper support in the specification. These rejections are contained in items 26 through 29 of the office action.

Claim 1 has been amended to substitute the word “device” for the word “clock” in accordance with the Examiner’s suggestion. It is believed that with this change, claim 1 is fully supported by the specification.

Claim 10 has been amended in accordance with the Examiner’s suggestion. It is believed that with this change, claim 10 is fully supported by the specification.

Claim 20 has been rejected with the Examiner stating, “Nowhere in the specification discloses that each message is provided with multiple times for playing.” In this regard, the Examiner’s attention is directed to specification paragraph 0019 where it is specifically stated, “In conjunction with the stored message, a date (or series of dates) and time (or series of times) and /or one or more attributes, is recorded in association with the stored message.” Accordingly, it is believed that claim 20 is fully supported in the specification.

Claim 22 has been rejected with the Examiner stating, “Nowhere in the specification discloses downloading the message playing time together with at least part of a message.” In this regard, the Examiner’s attention is directed to paragraph 0022 where it is specifically stated, “If desired, Sue could optionally enter an attribute that tells the system to obtain the then current (at the time the message is played) weather conditions...” Also, in paragraph 0026 examples of parts of messages are shown with the portions of the message shown in **bold** being delivered later in time or from another source. Accordingly, it is believed that claim 20 is fully supported in the specification.

Claims 1-5, 8-34, 36, 37, 39-51 were rejected under 35 USC 102 (e) as being anticipated by Wood et al (US patent 6,816,703). The Examiner’s rejection is traversed.

With respect to claim 1 the Examiner has stated that “Wood et al teach on column 3, lines 61-63, a memory for storing personalized information (claimed “messages”) for playing at a predetermined time.”

Claim 1 specifically recites: “A memory for receiving messages having associated therewith a controlled play time;”. The Examiner has not addressed the limitation that the received message has associated therewith a controlled playtime. The Examiner simply states (as reproduced above) that the message of Wood is for playing at a predetermined time.

A message to be played at a predetermined time is not the same thing as a receiving a message having associated therewith a controlled play time. Wood does not teach, nor even suggest, that the time to play the message is received in association with the message. Accordingly, claim 1 should be held allowable.

Claim 2 depends from claim 1 and should be held allowable for that reason and for the further reason that the Examiner pointed to Wood to show that the stored message is played without recipient control. However, in Wood it is the user (recipient) who sets the time for the alarm to sound in the first instance. This is certainly action on the part of the recipient. In the claimed invention, the message is played without recipient involvement. This distinction is important because in one of the environments intended for the claimed invention the recipient (perhaps an Alzheimer patient) would not be able to set or control an alarm. Accordingly, claim 2 should be held allowable.

Claim 8 has been amended in accordance with the Examiner's 35 USC 112 objections and rejections. The claim, as amended, now clearly specifically says that a message with a playtime will control the playing of a message without a playtime. This concept is not taught by Wood. Accordingly, claim 8 should be held allowable.

Claims 9, 10 and 11 further define the selection of the message not having a play time associated therewith. Wood does not teach this concept in any manner. Accordingly, claims 9, 10, and 11 should be held allowable.

Claim 12 has been amended in accordance with the Examiner's 35 USC 112 rejections. The amendment to the claim makes the Examiner's rejection moot at this time. Accordingly, claim 12 should be held allowable.

Claim 13 has been amended to be clear that the length of time the message is to play is controlled by information received with the message. Wood does not teach such a concept. Accordingly, claim 13 should be held allowable.

Claim 14 is directed to a broadcast mode of message distribution to a plurality of recipients (memories). This, by definition, is the delivery of the same message to different memories. The Wood patent teaches that different users can have different messages

according to the user's profile. The Wood teaching is a totally different concept from that which is claimed in claim 14. Accordingly, claim 14 should be held allowable.

Claim 15 is directed to an override control for playing the message at a time different from the time associated with the message. Since Wood does not teach the concept of a time associated with a message, Wood does not deal in any manner with overriding that time. In the context of the claim, overriding could make the message play earlier or later. At best, in Wood the message can only play longer, but at the time set by the recipient. Accordingly, claim 15 should be held allowable.

Claim 18 has been amended to clearly state that it is directed to the situation where the recipient has one or categories and the message calls out a category instead of the actual time. Wood does not in any manner address this concept. Accordingly, claim 18 should be held allowable.

Claim 19 was also rejected under 35 USC 102 9 (e) over Wood for the same reasons set forth for claim 1. Claim 19 specifically recites, "providing over an established communication connection a message playing time for a message to be played to said receiving party at said message playing time." As set forth above, the Examiner says this limitation is met by the Wood system in which a message is downloaded to be played at a time set by the message recipient. Wood does not teach or suggest the downloading of a message playing time for a message to be played and the Examiner has not said otherwise. Accordingly, claim 19 should be held allowable as originally presented. Accordingly, claim 19 should be held allowable.

Claim 20 is directed to providing additional playing times for each message. Wood teaches, at best, extending a single playtime by not turning off the alarm. The single playtime is not "additional play times" as specifically claimed. Accordingly, claim 20 should be held allowable.

Claim 21 is directed to playing different messages at different times, the times provided with each message. The Wood patent deals with multiple possible messages played alternatively at the appointed time. Claim 21 is thus a different concept from that taught by Wood. Accordingly, claim 21 should be held allowable.

Claim 22 is directed to downloading at least a part of a message together with the playing time. Wood specifically states that the playing time is the alarm time, or a fixed period after the alarm time. Wood does not teach the downloading of the time from the sender as the Examiner seems to be saying. See, for example, Wood Col 4, lines 1-9. In addition, Wood teaches the sending of the information that is personalized (Wood, Col 4, lines 10-19) for the recipient. Wood does not teach sending only partial messages and he Examiner has not pointed to anything in Wood that even hints at such partial message sending as set forth in claim 22. Accordingly, claim 22 should be held allowable.

Claim 23 is directed to downloading both the time a message is to be played and the identity of a message. The Examiner has pointed to a place in the Wood reference, namely Col 7, lines 8-23 to support the rejection of the concept of downloading only an identity of a message to be played. However, the portion of Wood that was cited only talks about a personalized profile that is used to control what is downloaded. Nowhere in the cited portion of Wood does it say or hint that an identify of the message can be downloaded instead of the actual message. Accordingly, claim 23 should be held allowable.

Claim 25 should be held allowable for the same reason as claim 23 because Wood does not teach or hint at downloading only an identity of a message. Accordingly, claim 25 should be held allowable.

Claim 28 was rejected under 35 USC 102 (e) over Wood for the same reasons set forth with respect to claim 1. As discussed above, Wood does not teach the sending of playtimes (or for that matter attributes of any type) from a sender along with a message to a recipient. As discussed in more detail above, the Examiner has not addressed this limitation and thus had not said otherwise. Accordingly, claim 28 should be held allowable.

Claim 30 is directed to the playback time being controlled by a sensor local to a recipient. To refute this claim the Examiner has equated the Internet to the claimed sensors local to a recipient. That analogy is not understood. The Internet is not a sensor, it is a communication network. If the examiner persists in this rejection the Examiner is invited to please elaborate on the basis for equating the Internet to a sensor.

Claim 31 is directed to the concept of having a sensor local to a recipient control the playback of a message to a sender. Wood does not teach such a concept and the Examiner has not said otherwise. Accordingly, claim 31 should be held allowable.

Claim 33 is directed to the type of attributes a message can have. The Examiner says that Wood designates a day. The Examiner is correct in that the scheduler of Wood can schedule a day. However, wood does not put that information in the message, rather that information is used to know when to send the message. Accordingly, claim 33 should be held allowable.

Claim 37 is allowable for the reasons set forth with respect to claims 1 and 19.

Claims 39, 41-44, 48-51 are allowable for the reasons set forth to similar claims as discussed above.

The Examiner has rejected claims 6, 7, 35 and 38 under 35 USC 103 (a) over Wood. With respect to claims 6 and 35 the Examiner has said, “ Wood has failed to teach “message contains a call-back number.” However, the message content is a “Decide Choice”. Applicant is confused as to what the Examiner means by “Decide Choice”. In an attempt to make a meaningful response, Applicant’s attorney will assume the phrase means, “Designer’s Choice”.

The Examiner is right in that often the content of a message is unimportant to the patentability of a claim and is thus a “designer’s choice”. However, in claim 6 the totality of the claim is directed to the concept of sending a call-back number within a message for allowing the recipient to respond to the sender of the message. This call-back code performs a specific function and is not just a random message, such as “Hello, mom.” The Examiner has said that the chat-line of Wood is the same as a call back number. This statement does not make sense.

The chat-line capability of Wood has two main differences from the claimed call back number. First, the code for controlling the chat-line is on the recipient’s computer (see, for example Wood Col 8, lines 50 et seq.). This code is the normal computer code used between computers for chat-line operation and allows the recipient to talk to anyone on the Internet.

The times for this chat-line operation are set by the user, or by another person (see Wood Col 8, line 54, et seq.). The other person is presumably someone at the recipient's location since nowhere in Wood does it say that the time for the chat (or the time for anything else for that matter) is downloaded with the message from the sender as specifically claimed. The chat-line allows the user to talk to anyone of a number of people. Sending a specific call-back number and turning the transmitter on (as recited in claim 6) allows the recipient to talk to only one specific person. In addition, Wood does not teach that the chat-line is activated by the message itself. Presumably in Wood, the recipient would have to activate the chat-line code. The Examiner has not addressed this aspect of claim 6.

With respect to claims 6 and 35, the Examiner then goes on to say that the concept of sending a call-back number with a message that also operates to turn on a transmitter to allow the recipient to send a response to the sender is an obvious modification to Wood. This is simply not true. As pointed out in Wood (Col 8, lines 50 et seq.) the code is loaded on the recipient's computer. Wood does not indicate who loads the code. Certainly, Wood does not indicate that the code is part of message sent to the recipient as specifically claimed. In fact, sending the code as part of the message is just the opposite from what Wood teaches. Thus, at best, Wood teaches away from the claimed invention. Accordingly, claims 6 and 35 should be held allowable.

With respect to claims 7 and 38, the Examiner says that, "Wood failed to teach "controlled play time is a plurality of different times.". The Examiner then goes on to say that the play time is a "Decide Choice". The Examiner then takes "Office Notice" that different playing times are well-known. First of all, claims 7 and 38 do not simply say, "different time". These claims recite a plurality of different times. The Examiner has not addressed the language of the claim wherein a plurality of times are included in a message. In addition, the Examiner has not addressed who sets the time. In the claim, it is the message that sets the time. These are important differences that have not been addressed by the Examiner. Accordingly, claims 7 and 38 should be held allowable.

In view of the above amendment, applicant believes the pending application is in condition for allowance.

Applicant believes no fee is due with this response. However, if a fee is due, please charge our Deposit Account No. 06-2380, under Order No. 005708/P010US/08008819 from which the undersigned is authorized to draw.

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Respectfully submitted,

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